

SOLICITATION/CONTRACT/ORDER FOR COMMERCIAL ITEMS (CONTINUED)				PAGE 2 OF 17	
19. ITEM NO.	20. SCHEDULE OF SUPPLIES/ SERVICES	21. QUANTITY	22. UNIT	23. UNIT PRICE	24. AMOUNT
	SEE SCHEDULE				
32a. QUANTITY IN COLUMN 21 HAS BEEN <input type="checkbox"/> RECEIVED <input type="checkbox"/> INSPECTED <input type="checkbox"/> ACCEPTED, AND CONFORMS TO THE CONTRACT, EXCEPT AS NOTED: _____					
32b. SIGNATURE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		32c. DATE	32d. PRINTED NAME AND TITLE OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
32e. MAILING ADDRESS OF AUTHORIZED GOVERNMENT REPRESENTATIVE			32f. TELEPHONE NUMBER OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
			32g. E-MAIL OF AUTHORIZED GOVERNMENT REPRESENTATIVE		
33. SHIP NUMBER		34. VOUCHER NUMBER	35. AMOUNT VERIFIED CORRECT FOR		36. PAYMENT
<input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL			<input type="checkbox"/> COMPLETE <input type="checkbox"/> PARTIAL <input type="checkbox"/> FINAL		37. CHECK NUMBER
38. S/R ACCOUNT NUMBER	39. S/R VOUCHER NUMBER	40. PAID BY			
41a. I CERTIFY THIS ACCOUNT IS CORRECT AND PROPER FOR PAYMENT 41b. SIGNATURE AND TITLE OF CERTIFYING OFFICER		41c. DATE	42a. RECEIVED BY <i>(Print)</i>		
			42b. RECEIVED AT <i>(Location)</i>		
			42c. DATE REC'D <i>(YY/MM/DD)</i>	42d. TOTAL CONTAINERS	

Section SF 1449 - CONTINUATION SHEET

THIS SOLICITATION IS ISSUED AS A COMMERCIAL ACQUISITION USING SIMPLIFIED ACQUISITION PROCEDURES IN ACCORDANCE WITH FAR12 AND FAR 13. OFFERORS SHALL READ AND FOLLOW THE CLAUSE "INSTRUCTIONS TO OFFERORS--COMMERCIAL ITEMS", FAR 52.212-1 WHEN SUBMITTING THEIR PROPOSALS.

QUOTE DUE BY 19 JUNE 2007, 2:00 PM. QUOTES MAY BE EMAILED TO:
dorothy.mccormick@knox.army.mil **OR FAXED TO 502-624-7165/5869. QUESTIONS CONCERNING THIS SOLICITATION MUST BE SUBMITTED VIA E-MAIL OR FAXED TO THE SAME. ONLY FAX THOSE PAGES OF THE SF1449 CONTAINING REQUESTED INFORMATION AND PRICES.**

****THIS SOLICITATION IS SET-ASIDE GSA SMALL BUSINESS ****

OFFERORS SHALL COMPLETE THE FOLLOWING INFORMATION

DUNS NUMBER: _____

CAGE CODE: _____

FEDERAL TAX ID NO: _____

PHONE NO: _____

FAX NO: _____

E-MAIL ADDRESS: _____

PERSON QUOTING: _____

NOTES:

- 1. Offerors are reminded to complete and return with their quotes all required certifications contained in this solicitation.**
- 2. Two samples of the coffee mug are required at time of bid submission to: HQ USAREC, ATTN: RCRLM-PRC, ATTN: JUDY MOORE, BLDG 1307 THIRD AVE, RM 2104, FORT KNOX, KY 40121-2726.**
- 3 All offerors wishing to do business with the Government must possess a valid DUNS nubmer and Cage Code and must be registered in the Central Contractor Registration (CCR).**
- 4. Award will be made in the aggregate to the lowest priced, responsive, responsible offeror. Failure to submit an offer on all items will render the offer non-responsive.**
- 5. Prices must include shipping costs.**

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
0001	MUG, ACRYLIC, PPI 144 FFP ACRYLIC MUG, 14 OUNCE, SHATTER-RESISTANT, MICROWAVE AND DISHWASHER SAFE. EQUAL TO ACRYLIC ARRONDI MUG BY VISION USA, SKU # 8817966. SIZE 5" WIDE X 4 1/2" HIGH (INCLUDING HANDLE), COLOR: BLACK, IMPRINTED WITH ARMY STAR LOGO AND ARMY STRONG. IAW ATTACHED SPECIFICATIONS. VENDOR SHIPPING LABEL ATTACHED. FOB: Destination PURCHASE REQUEST NUMBER: W91NNE7102P401	100,000	Each		

ESTIMATED
NET AMT

ITEM NO	SUPPLIES/SERVICES	ESTIMATED QUANTITY	UNIT	UNIT PRICE	ESTIMATED AMOUNT
1001 OPTION	MUG, ACRYLIC, PPI 144 FFP ACRYLIC MUG, 14 OUNCE, SHATTER-RESISTANT, MICROWAVE AND DISHWASHER SAFE. EQUAL TO ACRYLIC ARRONDI MUG BY VISION USA, SKU # 8817966. SIZE 5" WIDE X 4 1/2" HIGH (INCLUDING HANDLE), COLOR: BLACK, IMPRINTED WITH ARMY STAR LOGO AND ARMY STRONG. IAW ATTACHED SPECIFICATIONS. VENDOR SHIPPING LABEL ATTACHED. FOB: Destination PURCHASE REQUEST NUMBER: W91NNE7102P401	100,000	Each		

ESTIMATED
NET AMT

INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
1001	Destination	Government	Destination	Government

DELIVERY INFORMATION

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	POP 01-JUL-2007 TO 30-JUN-2008	N/A	US ARMY RECRUITING COMMAND .. US ARMY ACCESSIONS DISTRIBUTION CENTER (A 9TH CAV REGT AVE BLDG 207 FORT KNOX KY 40121-5000 FOB: Destination	W52R7R97
1001	POP 01-JUL-2008 TO 30-JUN-2009	N/A	(SAME AS PREVIOUS LOCATION) FOB: Destination	W52R7R97

CLAUSES INCORPORATED BY REFERENCE

52.204-7	Central Contractor Registration	JUL 2006
52.212-4	Contract Terms and Conditions--Commercial Items	FEB 2007
52.216-2	Economic Price Adjustment - Standard Supplies	JAN 1997
52.217-5	Evaluation Of Options	JUL 1990
252.204-7004 Alt A	Central Contractor Registration (52.204-7) Alternate A	NOV 2003
252.225-7000	Buy American Act--Balance Of Payments Program Certificate	JUN 2005

CLAUSES INCORPORATED BY FULL TEXT

52.212-5 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS--COMMERCIAL ITEMS (NOV 2006)

(a) The Contractor shall comply with the following Federal Acquisition Regulation (FAR) clauses, which are incorporated in this contract by reference, to implement provisions of law or Executive orders applicable to acquisitions of commercial items:

(1) 52.233-3, Protest After Award (AUG 1996) (31 U.S.C. 3553).

(2) 52.233-4, Applicable Law for Breach of Contract Claim (OCT 2004) (Pub. L. 108-77, 108-78).

(b) The Contractor shall comply with the FAR clauses in this paragraph (b) that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: (Contracting Officer check as appropriate.)

X (1) 52.203-6, Restrictions on Subcontractor Sales to the Government (SEP 2006), with Alternate I (OCT 1995) (41 U.S.C. 253g and 10 U.S.C. 2402).

___ (2) 52.219-3, Notice of HUBZone Small Business Set-Aside (Jan 1999) (15 U.S.C. 657a).

___ (3) 52.219-4, Notice of Price Evaluation Preference for HUBZone Small Business Concerns (JUL 2005) (if the offeror elects to waive the preference, it shall so indicate in its offer) (15 U.S.C. 657a).

___ (4) [Removed].

X (5)(i) 52.219-6, Notice of Total Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-6.

___ (iii) Alternate II (MAR 2004) of 52.219-6.

___ (6)(i) 52.219-7, Notice of Partial Small Business Set-Aside (JUNE 2003) (15 U.S.C. 644).

___ (ii) Alternate I (OCT 1995) of 52.219-7.

___ (iii) Alternate II (MAR 2004) of 52.219-7.

X (7) 52.219-8, Utilization of Small Business Concerns (MAY 2004) (15 U.S.C. 637 (d)(2) and (3)).

___ (8)(i) 52.219-9, Small Business Subcontracting Plan (SEP 2006) (15 U.S.C. 637(d)(4)).

___ (ii) Alternate I (OCT 2001) of 52.219-9

___ (iii) Alternate II (OCT 2001) of 52.219-9.

X (9) 52.219-14, Limitations on Subcontracting (DEC 1996) (15 U.S.C. 637(a)(14)).

___ (10)(i) 52.219-23, Notice of Price Evaluation Adjustment for Small Disadvantaged Business Concerns (SEP 2005) (10 U.S.C. 2323) (if the offeror elects to waive the adjustment, it shall so indicate in its offer).

___ (ii) Alternate I (JUNE 2003) of 52.219-23.

___ (11) 52.219-25, Small Disadvantaged Business Participation Program--Disadvantaged Status and Reporting (OCT 1999) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (12) 52.219-26, Small Disadvantaged Business Participation Program--Incentive Subcontracting (OCT 2000) (Pub. L. 103-355, section 7102, and 10 U.S.C. 2323).

___ (13) 52.219-27, Notice of Total Service-Disabled Veteran-Owned Small Business Set-Aside (May 2004).

X (14) 52.222-3, Convict Labor (JUNE 2003) (E.O. 11755).

- _X_ (15) 52.222-19, Child Labor--Cooperation with Authorities and Remedies (JAN 2006) (E.O. 13126).
- _X_ (16) 52.222-21, Prohibition of Segregated Facilities (FEB 1999).
- _X_ (17) 52.222-26, Equal Opportunity (APR 2002) (E.O. 11246).
- _X_ (18) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- _X_ (19) 52.222-36, Affirmative Action for Workers with Disabilities (JUN 1998) (29 U.S.C. 793).
- _X_ (20) 52.222-37, Employment Reports on Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).
- _X_ (21) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).
- ____ (22)(i) 52.223-9, Estimate of Percentage of Recovered Material Content for EPA-Designated Products (AUG 2000) (42 U.S.C. 6962(c)(3)(A)(ii)).
- ____ (ii) Alternate I (AUG 2000) of 52.223-9 (42 U.S.C. 6962(i)(2)(c)).
- ____ (23) 52.225-1, Buy American Act--Supplies (JUNE 2003) (41 U.S.C. 10a-10d).
- ____ (24)(i) 52.225-3, Buy American Act--Free Trade Agreements--Israeli Trade Act (NOV 2006) (41 U.S.C. 10a-10d, 19 U.S.C. 3301 note, 19 U.S.C. 2112 note, Pub. L 108-77, 108-78, 108-286, 109-53 and 109-169).
- ____ (ii) Alternate I (JAN 2004) of 52.225-3.
- ____ (iii) Alternate II (JAN 2004) of 52.225-3.
- ____ (25) 52.225-5, Trade Agreements (NOV 2006) (19 U.S.C. 2501, et seq., 19 U.S.C. 3301 note).
- _X_ (26) 52.225-13, Restrictions on Certain Foreign Purchases (FEB 2006) (E.O.s, proclamations, and statutes administered by the Office of Foreign Assets Control of the Department of Treasury).
- ____ (27) 52.226-4, Notice of Disaster or Emergency Area Set-Aside (42 U.S.C. 5150).
- ____ (28) 52.226-5, Restrictions on Subcontracting Outside Disaster or Emergency Area (42 U.S.C. 5150).
- ____ (29) 52.232-29, Terms for Financing of Purchases of Commercial Items (FEB 2002) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- ____ (30) 52.232-30, Installment Payments for Commercial Items (OCT 1995) (41 U.S.C. 255(f), 10 U.S.C. 2307(f)).
- _X_ (31) 52.232-33, Payment by Electronic Funds Transfer--Central Contractor Registration (OCT 2003) (31 U.S.C. 3332).
- ____ (32) 52.232-34, Payment by Electronic Funds Transfer--Other than Central Contractor Registration (MAY 1999) (31 U.S.C. 3332).
- ____ (33) 52.232-36, Payment by Third Party (MAY 1999) (31 U.S.C. 3332).

____ (34) 52.239-1, Privacy or Security Safeguards (AUG 1996) (5 U.S.C. 552a).

____ (35)(i) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631).

____ (ii) Alternate I (APR 2003) of 52.247-64.

(c) The Contractor shall comply with the FAR clauses in this paragraph (c), applicable to commercial services, that the Contracting Officer has indicated as being incorporated in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items: [Contracting Officer check as appropriate.]

____ (1) 52.222-41, Service Contract Act of 1965, as Amended (JUL 2005) (41 U.S.C. 351, et seq.).

____ (2) 52.222-42, Statement of Equivalent Rates for Federal Hires (MAY 1989) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (3) 52.222-43, Fair Labor Standards Act and Service Contract Act--Price Adjustment (Multiple Year and Option Contracts) (NOV 2006) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

____ (4) 52.222-44, Fair Labor Standards Act and Service Contract Act--Price Adjustment (February 2002) (29 U.S.C. 206 and 41 U.S.C. 351, et seq.).

(d) Comptroller General Examination of Record. The Contractor shall comply with the provisions of this paragraph (d) if this contract was awarded using other than sealed bid, is in excess of the simplified acquisition threshold, and does not contain the clause at 52.215-2, Audit and Records--Negotiation.

(1) The Comptroller General of the United States, or an authorized representative of the Comptroller General, shall have access to and right to examine any of the Contractor's directly pertinent records involving transactions related to this contract.

(2) The Contractor shall make available at its offices at all reasonable times the records, materials, and other evidence for examination, audit, or reproduction, until 3 years after final payment under this contract or for any shorter period specified in FAR Subpart 4.7, Contractor Records Retention, of the other clauses of this contract. If this contract is completely or partially terminated, the records relating to the work terminated shall be made available for 3 years after any resulting final termination settlement. Records relating to appeals under the disputes clause or to litigation or the settlement of claims arising under or relating to this contract shall be made available until such appeals, litigation, or claims are finally resolved.

(3) As used in this clause, records include books, documents, accounting procedures and practices, and other data, regardless of type and regardless of form. This does not require the Contractor to create or maintain any record that the Contractor does not maintain in the ordinary course of business or pursuant to a provision of law.

(e) (1) Notwithstanding the requirements of the clauses in paragraphs (a), (b), (c), and (d) of this clause, the Contractor is not required to flow down any FAR clause, other than those in paragraphs (i) through (vi) of this paragraph in a subcontract for commercial items. Unless otherwise indicated below, the extent of the flow down shall be as required by the clause--

(i) 52.219-8, Utilization of Small Business Concerns (May 2004) (15 U.S.C. 637(d)(2) and (3)), in all subcontracts that offer further subcontracting opportunities. If the subcontract (except subcontracts to small business concerns) exceeds \$550,000 (\$1,000,000 for construction of any public facility), the subcontractor must include 52.219-8 in lower tier subcontracts that offer subcontracting opportunities.

(ii) 52.222-26, Equal Opportunity (April 2002) (E.O. 11246).

(iii) 52.222-35, Equal Opportunity for Special Disabled Veterans, Veterans of the Vietnam Era, and Other Eligible Veterans (SEP 2006) (38 U.S.C. 4212).

(iv) 52.222-36, Affirmative Action for Workers with Disabilities (June 1998) (29 U.S.C. 793).

(v) 52.222-39, Notification of Employee Rights Concerning Payment of Union Dues or Fees (DEC 2004) (E.O. 13201).

(vi) 52.222-41, Service Contract Act of 1965, as Amended (Jul 2005), flow down required for all subcontracts subject to the Service Contract Act of 1965 (41 U.S.C. 351, et seq.).

(vii) 52.247-64, Preference for Privately Owned U.S.-Flag Commercial Vessels (FEB 2006) (46 U.S.C. Appx 1241(b) and 10 U.S.C. 2631). Flow down required in accordance with paragraph (d) of FAR clause 52.247-64.

(2) While not required, the contractor May include in its subcontracts for commercial items a minimal number of additional clauses necessary to satisfy its contractual obligations.

(End of clause)

52.216-18 ORDERING. (OCT 1995)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the Schedule. Such orders may be issued from 1 July 2007 through 30 June 2008.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c) If mailed, a delivery order or task order is considered "issued" when the Government deposits the order in the mail. Orders may be issued orally, by facsimile, or by electronic commerce methods only if authorized in the Schedule.

(End of clause)

52.216-19 ORDER LIMITATIONS. (OCT 1995)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than \$100, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of 100,000 each;

(2) Any order for a combination of items in excess of 100,000 each of the estimated quantity ; or

(3) A series of orders from the same ordering office within 3 days that together call for quantities exceeding the

limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 3 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

52.216-21 REQUIREMENTS (OCT 1995)

(a) This is a requirements contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies or services specified in the Schedule are estimates only and are not purchased by this contract. Except as this contract may otherwise provide, if the Government's requirements do not result in orders in the quantities described as "estimated" or "maximum" in the Schedule, that fact shall not constitute the basis for an equitable price adjustment.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. Subject to any limitations in the Order Limitations clause or elsewhere in this contract, the Contractor shall furnish to the Government all supplies or services specified in the Schedule and called for by orders issued in accordance with the Ordering clause. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(c) Except as this contract otherwise provides, the Government shall order from the Contractor all the supplies or services specified in the Schedule that are required to be purchased by the Government activity or activities specified in the Schedule.

(d) The Government is not required to purchase from the Contractor requirements in excess of any limit on total orders under this contract.

(e) If the Government urgently requires delivery of any quantity of an item before the earliest date that delivery may be specified under this contract, and if the Contractor will not accept an order providing for the accelerated delivery, the Government may acquire the urgently required goods or services from another source.

(f) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after 30 June 2008.

(End of clause)

52.217-8 OPTION TO EXTEND SERVICES (NOV 1999)

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the

Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 10 days of the end of the contract period.

(End of clause)

52.217-9 OPTION TO EXTEND THE TERM OF THE CONTRACT (MAR 2000)

(a) The Government may extend the term of this contract by written notice to the Contractor within 60 days; provided that the Government gives the Contractor a preliminary written notice of its intent to extend at least 60 days before the contract expires. The preliminary notice does not commit the Government to an extension.

(b) If the Government exercises this option, the extended contract shall be considered to include this option clause.

(c) The total duration of this contract, including the exercise of any options under this clause, shall not exceed two years.

(End of clause)

52.232-19 AVAILABILITY OF FUNDS FOR THE NEXT FISCAL YEAR (APR 1984)

Funds are not presently available for performance under this contract beyond 30 Sep 2007 . The Government's obligation for performance of this contract beyond that date is contingent upon the availability of appropriated funds from which payment for contract purposes can be made. No legal liability on the part of the Government for any payment may arise for performance under this contract beyond 30 Sep 2007, until funds are made available to the Contracting Officer for performance and until the Contractor receives notice of availability, to be confirmed in writing by the Contracting Officer.

(End of clause)

52.233-2 SERVICE OF PROTEST (SEP 2006)

(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the Government Accountability Office (GAO), shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from Directorate of Contracting, 199 6th Ave., Ste 250, Fort Knox, KY 40121-5720

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of provision)

52.252-1 SOLICITATION PROVISIONS INCORPORATED BY REFERENCE (FEB 1998)

This solicitation incorporates one or more solicitation provisions by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. The offeror is

cautioned that the listed provisions may include blocks that must be completed by the offeror and submitted with its quotation or offer. In lieu of submitting the full text of those provisions, the offeror may identify the provision by paragraph identifier and provide the appropriate information with its quotation or offer. Also, the full text of a solicitation provision may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/index.html>
<http://farsite.hill.af.mil>

(End of provision)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://acquisition.gov/comp/far/index.html>
<http://farsite.hill.af.mil>

(End of clause)

252.212-7001 CONTRACT TERMS AND CONDITIONS REQUIRED TO IMPLEMENT STATUTES OR EXECUTIVE ORDERS APPLICABLE TO DEFENSE ACQUISITIONS OF COMMERCIAL ITEMS (JAN 2007)

(a) The Contractor agrees to comply with the following Federal Acquisition Regulation (FAR) clause which, if checked, is included in this contract by reference to implement a provision of law applicable to acquisitions of commercial items or components.

☒ 52.203-3, Gratuities (APR 1984) (10 U.S.C. 2207).

(b) The Contractor agrees to comply with any clause that is checked on the following list of Defense FAR Supplement clauses which, if checked, is included in this contract by reference to implement provisions of law or Executive orders applicable to acquisitions of commercial items or components.

(1) ☐ 252.205-7000, Provision of Information to Cooperative Agreement Holders (DEC 1991) (10 U.S.C. 2416).

(2) ☐ 252.219-7003, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (DoD Contracts) (APR 1996) (15 U.S.C. 637).

(3) ☐ 252.219-7004, Small, Small Disadvantaged and Women-Owned Small Business Subcontracting Plan (Test Program) (JUN 1997) (15 U.S.C. 637 note).

(4) ☒ 252.225-7001, Buy American Act and Balance of Payments Program (JUN 2005) (41 U.S.C. 10a-10d, E.O. 10582).

(5) ☒ 252.225-7012, Preference for Certain Domestic Commodities (JAN 2007) (10 U.S.C. 2533a).

(6) ☐ 252.225-7014, Preference for Domestic Specialty Metals (JUN 2005) (10 U.S.C. 2533a).

(7) ___ 252.225-7015, Restriction on Acquisition of Hand or Measuring Tools (JUN 2005) (10 U.S.C. 2533a).

(8) ___ 252.225-7016, Restriction on Acquisition of Ball and Roller Bearings (MAR 2006) (Section 8065 of Public Law 107-117 and the same restriction in subsequent DoD appropriations acts).

(9) X 252.225-7021, Trade Agreements (NOV 2006) (19 U.S.C. 2501-2518 and 19 U.S.C. 3301 note).

(10) ___ 252.225-7027, Restriction on Contingent Fees for Foreign Military Sales (APR 2003) (22 U.S.C. 2779).

(11) ___ 252.225-7028, Exclusionary Policies and Practices of Foreign Governments (APR 2003) (22 U.S.C. 2755).

(12)(i) ___ 252.225-7036, Buy American Act--Free Trade Agreements--Balance of Payments Program (OCT 2006) (41 U.S.C. 10a-10d and 19 U.S.C. 3301 note).

(ii) ___ Alternate I (OCT 2006) of 252.225-7036.

(13) ___ 252.225-7038, Restriction on Acquisition of Air Circuit Breakers (JUN 2005) (10 U.S.C. 2534(a)(3)).

(14) ___ 252.226-7001, Utilization of Indian Organizations, Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns (SEP 2004) (Section 8021 of Pub. L. 107-248 and similar sections in subsequent DoD appropriations acts).

(15) ___ 252.227-7015, Technical Data--Commercial Items (NOV 1995) (10 U.S.C. 2320).

(16) ___ 252.227-7037, Validation of Restrictive Markings on Technical Data (SEP 1999) (10 U.S.C. 2321).

(17) X 252.232-7003, Electronic Submission of Payment Requests (MAY 2006) (10 U.S.C. 2227).

(18) ___ 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(19) X 252.243-7002, Requests for Equitable Adjustment (MAR 1998) (10 U.S.C. 2410).

(20)(i) ___ 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(ii) ___ Alternate I (MAR 2000) of 252.247-7023.

(iii) ___ Alternate II (MAR 2000) of 252.247-7023.

(iv) X Alternate III (MAY 2002) of 252.247-7023.

(21) ___ 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(c) In addition to the clauses listed in paragraph (e) of the Contract Terms and Conditions Required to Implement Statutes or Executive Orders--Commercial Items clause of this contract (FAR 52.212-5), the Contractor shall include the terms of the following clauses, if applicable, in subcontracts for commercial items or commercial components, awarded at any tier under this contract:

(1) 252.225-7014, Preference for Domestic Specialty Metals, Alternate I (APR 2003) (10 U.S.C. 2533a).

(2) 252.237-7019, Training for Contractor Personnel Interacting with Detainees (SEP 2006) (Section 1092 of Public Law 108-375).

(3) 252.247-7023, Transportation of Supplies by Sea (MAY 2002) (10 U.S.C. 2631).

(4) 252.247-7024, Notification of Transportation of Supplies by Sea (MAR 2000) (10 U.S.C. 2631).

(End of clause)

SPECIFICATIONS FOR ARMY ACRYLIC MUG, PPI 144

QUANTITY: 100,000

DESCRIPTION: Acrylic Mug, 14 ounce, shatter-resistant, microwave and dishwasher safe. Equal to Acrylic Arrondi mug by Vision USA, SKU# 8817966.

Size: 5" w x 4 ½" h (including handle)

Color: Black

IMPRINT: Font will be Interstate Bold, all capital letters.

On one side, using the full imprint area, contractor to place the Army Logo to include the registered trademark ®, below the logo will be ARMY STRONG. as per the Army Style Guide (provided) (see image below). Logo is to be printed in Army gold and white as pictured below, Army Strong. below the logo will be printed in white lettering, gold color on logo is PMS 123C or truest color to Army gold per the style guide.



On opposite side of mug will be four lines of copy in white lettering, centered:

**THERE IS STRONG.
THEN THERE IS ARMY STRONG.
1-800-USA-ARMY
goarmy.com**

PRE-PRODUCTION SAMPLES: The contractor shall provide 4 actual pre-production samples to the Government for review and approval prior to manufacturing the entire quantity. Upon approval of these samples, contractor may proceed with manufacturing the order. Included with the pre-production samples will be an Approval Form for the government to use to indicate any changes or to approve the design. Government will review the samples and provide approval/disapproval within 2 working days after receipt. Pre-production samples shall be the exact same as the final product produced by the contractor for this contract. Contractor shall ensure imprint is the correct copy, typestyle, size, spacing and position before actual production begins. Contractor shall send pre-production samples to: **HQ**

USAAC, ATTN: PROCUREMENT DIVISION (JUDY MOORE), BLDG 203, BLDG 203, RM 110, FORT KNOX, KY 40121-2726.

PACKAGING REQUIREMENTS: Mugs must be individually packaged in a polybag, sealed on at least three sides. The individually wrapped **ACRYLIC MUG** is then to be placed in a 275 PSI shipping box in units of 50. Boxes must be of sufficient strength and last at least up to 1 year of storage. Contractor to ensure bags do not crack, burst or split in shipping. Contractor to put unit boxes in PSI 275 master shipping containers, not to exceed 45 lbs.

Boxes are to be marked on the outside (NOT ON THE TOP OF THE BOX) with "**PPI 144, ARMY ACRYLIC MUG**" with the quantity number.

Example: **PPI 144 ARMY ACRYLIC MUG
QUANTITY 50**

Master boxes must be sealed on all sides. Each master box will be marked on the side as shown in the PACKAGING REQUIREMENTS above. Label on master box will include the number of individual boxes within as well as quantity of individual box and total quantity enclosed. (Example: Quantity 100 boxes of 50 = 5,000 total in box). Mark boxes 1 of 100, 2 of 100, etc.

NOTE: IF ITEMS COME IN WITHOUT THE PROPER MARKINGS ON THE BOXES AS SHOWN ABOVE, THE BOXES WILL BE REFUSED AND SENT BACK TO THE VENDOR AT NO COST TO THE GOVERNMENT.

Note: Company names must not appear anywhere on the mug or wrapper.

PALLETIZING INSTRUCTIONS:

Boxes will be stabilized with cardboard corner braces on all four corners from top of skid to top layer of boxes. Corner braces will be strong enough to support pallets being stacked at least 2 pallets high, without buckling, toppling or crushing. Boxes will be stacked no higher than 72" on the skid. Boxes will weigh no more than 45 pounds. The loads will not buckle or shift under pressure. The contractor will shrink wrap all boxes tight enough onto the skid to prevent boxes from shifting or falling off skid during transport. Contractor to face the boxes on the skid to show the label of the box and what is inside the box. Contractor to put at least one (1) label outside of the shrink wrap to identify product inside of boxes. Partial boxes will be labeled as such and placed on the top of the skid. A packing list must accompany each shipment. The packing list will specify the following: Component, Quantity per Carton, Total Carton Count, Total Quantity. A standard Bill of Lading will not be substituted for a packing list. Pallets will be refused if they do not comply with these instructions or if they are double-stacked. Contract shall ensure that the pallets can be double-stacked by the Government without crushing the product contained therein.

DISTRIBUTION: Ship all items FOB destination to:

ACCESSIONS DISTRIBUTION CENTER (ADC)
9TH Cavalry Regiment Avenue, Building 207
Fort Knox, KY 40121-2726
(502) 626-0185

Contractor will make partial shipments into this location at the times specified in the contract award. Estimated freight charges must be included in the contractor's bid price. Receiving hours are 7:30 a.m. to 11:00 a.m. (EST) and 1:00 p.m. to 3:00 p.m. (EST), Monday through Friday, excluding legal Federal holidays.

PRODUCTION SCHEDULE:

Samples of the proposed lanyards must be sent to: HQ USAAC, ATTN: Procurement Division (Judy Moore), Building 203, Rm 110, Fort Knox, KY 40121, for approval.

NOTE: CONTRACTOR MUST PROVIDE NUMBER OF BOXES AND NUMBER OF PALLETS FOR EACH DELIVERY BEFORE 1ST SHIPMENT. INFORMATION WILL BE PROVIDED TO HQ USAAC, ATTN: PROCUREMENT DIVISION (JUDY MOORE), BLDG 203, BLDG 203, RM 110, FORT KNOX, KY 40121-2726.

HQ USAAC, ATTN: PROCUREMENT DIVISION (JUDY MOORE), BLDG 203, BLDG 203, RM 110, FORT KNOX, KY 40121-2726.

CONTRACT VENDOR NAME (NOT SUB-CONTRACTOR)		ADDRESS WHERE SHIPMENT IS GOING			
		UNITED STATES ARMY ACCESSIONS DISTRIBUTION 9TH CAVALRY REGIMENT AVENUE BUILDING 207 FORT KNOX, KY 40121 Please Note: This form was updated 5/25/06 and replaces any other			
		SHIPMENTS WILL BE RECEIVED BETWEEN THE HOURS OF			
VENDOR POC:	VENDOR PHONE NUMBER:	POC FOR SHIPMENT:		PHONE # OF POC:	
		LINDSEY HERSHEY OUTREACH & EVENTS DIVISION FORT KNOX, KY 40121		(502) 626-0300	
ITEM IDENTIFICATION NUMBER (PPI # AND DESCRIPTION OF PRODUCT)					
WEIGHT OF BOX:		CARTON QUANTITY:		DELIVERY ORDER NUMBER:	
CONTRACT NUMBER:		BOX		OF	
		ARE THESE REPLACEMENTS FOR DAMAGED			